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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

SOUTHEAST RESTORATION, INC., d/b/a AFTERDISASTER®, 2606 Phoenix Drive, Building 7, Greensboro, North Carolina, *Plaintiff*,	Civil Action No. ___________
	JURY TRIAL DEMANDED
v.	
AFTER DISASTER RESTORATION SERVICES, LLC, 209 Stokes Avenue, Ewing, New Jersey,	**COMPLAINT**
and	
CLEVESTER BLACKSTONE, 48 Atterbury Avenue, Trenton, New Jersey, *Defendants*.	

Plaintiff Southeast Restoration, Inc., d/b/a AFTERDISASTER® ("SRI" or "Plaintiff") as its complaint against Defendants After Disaster Restoration Services, LLC ("ADRS") and Clevester Blackstone (collectively "Defendants") states as follows:

INTRODUCTION

1. Plaintiff SRI brings this lawsuit to protect the substantial good will that it has developed over the past twenty-four years in its distinctive "AFTERDISASTER®" service mark.

SRI's federally-registered mark has gained a reputation as being a source of high quality, dependable, and reliable services in the field of disaster restoration services.

2. The good will and reputation that SRI has worked so hard to cultivate is being threatened by Defendants' actions. Defendants used and continue to use the words "After Disaster" in ADRS's business name and marketing material—which is confusingly similar to Plaintiff's "AFTERDISASTER®" service mark—to sell competing services to the same customer market served by Plaintiff. Unless the Defendants are enjoined from using the term "After Disaster," such use will cause confusion among consumers and suppliers between services provided by ADRS and SRI. This will cause additional harm to Plaintiff's business.

3. Plaintiff SRI seeks injunctive relief, trebled monetary damages, disgorgement, punitive damages, attorney's fees, costs, interest, and other appropriate relief arising from Defendants' willful acts of federal trademark infringement, unfair competition, cybersquatting, and dilution, as well as violations of similar New Jersey law.

PARTIES

4. Plaintiff Southeast Restoration, Inc., d/b/a AFTERDISASTER® is a corporation organized and existing under the laws of the State of North Carolina, having its principal place of business at 2606 Phoenix Drive, Building 7, Greensboro, North Carolina 27406.

5. Upon information and belief, Defendant After Disaster Restoration Services, LLC is a limited liability company organized and existing under the laws of the State of New Jersey, having its principal place of business at 209-211 Stokes Avenue, Ewing, New Jersey 08638.

6. Upon information and belief, Defendant Clevester Blackstone is an individual residing at 48 Atterbury Avenue, Trenton, New Jersey 08618.

7. Mr. Blackstone, upon information and belief, is managing member of ADRS.

JURISDICTION AND VENUE

8. This is an action for infringement of a federally-registered trademark in violation of 15 U.S.C. § 1114(1), federal unfair competition and false designation of origin in violation of 15 U.S.C. § 1125(a), federal dilution in violation of 15 U.S.C. § 1125(c), federal cybersquatting in violation of 15 U.S.C. § 1125(d), New Jersey trafficking in counterfeit mark in violation of N.J.S. § 56:3-13.6, New Jersey unfair competition in violation of N.J.S. § 56:4-1, New Jersey dilution in violation of N.J.S. § 56:3-13.20, and violations of New Jersey common law trademark infringement.

9. This Court has subject matter jurisdiction over this action under 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1332, and 1338.

10. The matter involves substantial claims arising under federal law.

11. The parties are citizens of different states and the amount in controversy exceeds $75,000.

12. This Court has supplemental jurisdiction over Plaintiff's state law claims under 28 U.S.C. § 1367.

13. Defendants' committed acts of infringement of Plaintiff's registered marks in the District of New Jersey, within the jurisdiction of this Court. Upon information and belief, Defendants have advertised and sold its services under the infringing mark or label in New Jersey and elsewhere.

14. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because the Defendants may be found and transact their affairs in this district, and the claims alleged herein arose and continue to occur in this district.

STATEMENT OF FACT COMMON TO EACH CLAIM

15. Plaintiff has sold services in the disaster restoration market in the United States commerce under the "AFTERDISASTER®" mark since 1995. It has used the "AFTERDISASTER®" mark continuously in United States commerce since that time.

16. Plaintiff is the creator of the nationally-famous "AFTERDISASTER®" service mark.

17. Plaintiff is the owner of federal service marks with registration numbers 2030849, 2750819, 2884573 on the principal register of the United States Patent and Trademark Office. These registrations for the "AFTERDISASTER®" mark cover various restoration services, such as water extraction, cleaning, construction and structural repair, fire damage, indoor air quality services, and hazardous waste management. True copies of these registrations are attached hereto and marked as Exhibit A.

Service Mark	Reg. No.	Services	Reg. Date
AFTERDISASTER	2,030,849	Cleanup and restoration services, namely water extraction, drying, cleaning, structural repair, non-structural repair, painting and/or replacement of homes, buildings, and other structures, and their fixtures and/or contents, after damage by water, fire, explosion and/or natural disaster, in Class 37.	Jan. 14, 1997
AFTERDISASTER	2,750,819	Residential and commercial indoor air quality services, namely, testing, remediation, restoration, cleaning, monitoring of residential and commercial air duct and distribution systems; microbial testing, particle removal, air scrubbing, high efficiency particulate arrestance air filtration and air cleaning, in Class 37.	Aug. 12, 2003
AFTERDISASTER	2,884,573	Hazardous waste management, in Class 42.	Sep. 14, 2004

18. These registrations are incontestable under the provisions of 15 U.S.C. § 1065. Plaintiff's service marks are valid and subsisting and its registrations have never been cancelled.

19. Plaintiff uses its service mark "AFTERDISASTER®" in the ordinary course of business by positioning it adjacent to its logo, which consists a flame, a building, and a sign for water. A true and correct copy of Plaintiff's service mark as used in its normal and ordinary course of business is attached hereto and marked as Exhibit B.

20. Plaintiff's services are advertised on the Internet, especially on its website, www.AFTERDISASTER.com. A true and correct screenshot of Plaintiff's homepage retrieved on December 1, 2016, is attached hereto and marked as Exhibit C.

21. Plaintiff has used a variety of media outlets to promote its service mark and its services, including recognized national and international trade associations.

22. The "AFTERDISASTER®" mark is well known among the general consuming public in the United States and industry professionals around the world. The consuming public, industry professionals, and industry associations use the "AFTERDISASTER®" mark to associate the Plaintiff with the services it provides.

23. Plaintiff's services have been featured in various industry publications, including, US Developers Journal.

24. Plaintiff is the recipient of various National Top Performance Awards from the world's largest independent provider of claims management solutions in the risk management and insurance industry, which compares 4,800 companies performing property restoration services in the United States and Canada.

25. Plaintiff has received an Outstanding Safety Award multiple years in a row and is one of only forty-one companies in the Unites States to win the award.

26. The "AFTERDISASTER®" mark is nationally recognized as representing top quality, safe, reliable, and dependable services.

27. The United States General Services Administration (GSA) awarded Plaintiff a federal emergency services contract that engages and authorizes Plaintiff to provide its restoration services to all branches of the federal government around the country. Plaintiff's GSA Contract No. is GS-07F-0083Y.

28. Plaintiff is a member of a number of international trade associations, including, IICRC (Institute of Inspection, Cleaning and Restoration Certification), RIA (Restoration Industry Association), NADCA (National Air Duct Cleaners Association), IAQA (Indoor Air Quality Association), BBB (Better Business Bureau) and is well known for its "AFTERDISASTER®" mark.

29. Plaintiff works nationally with numerous third-party property insurance administrators under the "AFTERDISASTER®" mark.

30. Plaintiff has invested substantial time, effort and financial resources promoting its "AFTERDISASTER®" service mark in connection with the marketing and sale of its goods in interstate commerce.

31. The "AFTERDISASTER®" mark has become, through widespread and favorable public acceptance and recognition, an asset of substantial value as a symbol of Plaintiff, its reliability, safety, and good will. The industry and consuming public recognize the "AFTERDISASTER®" mark and associate it with Plaintiff.

32. Plaintiff's "AFTERDISASTER®" mark is inherently distinctive as applied to Plaintiff's services.

33. Notwithstanding Plaintiff's established rights in the service mark "AFTERDISASTER®," on information and belief, ADRS adopted and used the confusingly

similar business name, "After Disaster Restoration Services," and a similar logo in connection with the advertising and sale of the same services that Plaintiff offers.

34. ADRS offers its services in the same consumer market as Plaintiff.

35. Upon information and belief, Defendants also own or control the domain name, www.AFTERDISASTERrestoration.com, and advertise and sell ADRS's services through the web site connected to that domain name. A true and correct screenshot of ADRS's homepage retrieved on December 1, 2016 is attached hereto and marked as Exhibit D.

36. A true and correct copy of ADRS's infringing mark or label used for marketing and self-identification, retrieved from its website on November 30, 2016, is attached hereto and marked as Exhibit E. Defendants' are using a similar logo adjacent to "After Disaster Restoration Services" that consists of symbols for fire and water.

37. Without Plaintiff's consent, Defendants have used the "After Disaster" mark, name, or label to self-identify in connection with the sale, offering for sale, distribution, or advertising of its competing services.

38. Defendants' have engaged in the infringing activity despite having constructive and actual notice of Plaintiff's federal registration rights under 15 U.S.C. § 1072.

39. Defendants' actions are likely to lead the public and those within the industry to conclude, incorrectly, that ADRS's goods and services originate with or are associated with or authorized by Plaintiff, which will harm both Plaintiff and the public.

40. On at least two occasions, Defendants' infringement of the "AFTERDISASTER®" service mark has caused **actual confusion** in the marketplace.

41. One of ADRS's own employees believed, incorrectly, that he worked for or was associated with SRI and emailed private ADRS contract documentation to SRI by mistake.

Upon inquiry from SRI, ADRS's own employee insisted that he sent the materials to SRI because he believed, incorrectly, it was the main office of Defendant ADRS.

42. ADRS's contract documentation refers to itself as "After Disaster." A true and correct redacted copy of Defendants' service contract is attached hereto and marked as Exhibit F.

43. On a separate occasion, one of ADRS's own vendors became confused and submitted its invoices to SRI, seeking payment for ADRS's bills.

44. Upon information and belief, ADRS has advertised and offered its services for sale using a form of self-identification confusingly similar to SRI's "AFTERDISASTER®" mark with the intention of misleading, deceiving, or confusing consumers as to the origin of its services and of trading on SRI's industry recognition, sterling reputation, and good will.

45. Plaintiff has made repeated requests in writing and through counsel that Defendants cease and desist from the infringing actions, but Defendants have failed to comply with these requests. A true and correct copy of some of Plaintiff's correspondence with Defendants is attached hereto and marked as Exhibit G.

46. Defendants have, in response to this correspondence, refused to desist from their improper infringement of Plaintiff's mark.

47. As a direct and proximate result of Defendants' service mark infringement, Plaintiff has suffered and will continue to suffer loss of income, profits, and good will and Defendants have and will continue to unfairly acquire income, profits, and good will.

48. Defendants' acts of infringement will cause further irreparable injury to Plaintiff if they are not restrained by this Court from further violation of Plaintiff's rights.

COUNT I
FEDERAL TRADEMARK INFRINGEMENT (15 U.S.C. §1114)

49. Plaintiff alleges and incorporates by reference each and every allegation of the preceding paragraphs, as though fully set froth at length here.

50. Defendants are engaged in federal trademark infringement under 15 U.S.C. § 1114(1).

51. Plaintiff has valid and distinctive "AFTERDISASTER®" service marks.

52. Plaintiff is the sole owner of the federally registered "AFTERDISASTER®" service marks.

53. Plaintiff has priority of use of the "AFTERDISASTER®" service marks over Defendants.

54. The Defendants have used the Plaintiff's service mark in connection with offering and selling residential and commercial services.

55. The Defendants' use of "After Disaster" in its business name and marketing activity in connection with its services is likely to cause confusion, mistake, or deception as to either ADRS's association with SRI or the origin, sponsorship, or approval of ADRS's services or goods.

56. ADRS used and continues to use the "AFTERDISASTER®" mark or a confusingly similar mark in its business name and marketing activities when offering and selling its services in commerce.

57. Defendants' actions harmed the Plaintiff.

58. Defendants' unauthorized use of the "AFTERDISASTER®" mark or a confusingly similar mark in interstate commerce as described above constitutes trademark

infringement under 15 U.S.C. § 1114(1) and is likely to cause consumer confusion, mistake, or deception.

59. Plaintiff has suffered harm and continues to suffer harm due to the actions of Defendants.

WHEREFORE, Plaintiff SRI respectfully requests this Court to enter judgment against the Defendants and order the following relief:

a) Entering a judgment that Defendants' use of "After Disaster" and its logo in connection with the marketing, advertising, and sale of its services has been and continues to be a violation of 15 U.S.C. § 1114(1);

b) Permanently enjoining and restraining the Defendant and each of its agents, employees, officers, attorneys, successors, assigns, affiliates, and any person in privity or active concert or participation with any of them from using the words "After Disaster" to market, advertise, distribute, or identify ADRS's services or products where that designation would create a likelihood of confusion or mistake with Plaintiff's "AFTERDISASTER®" service mark;

c) Pursuant to 15 U.S.C. § 1116, directing Defendants to file with the Court and serve on Plaintiff within thirty days after issuance of an injunction, a report in writing and under oath setting forth in detail the manner and form in which Defendants have complied with the injunction;

d) Pursuant to 15 U.S.C. §§ 1116 and 1118, requiring that Defendants and all others acting under Defendants' authority, at their cost, be required to deliver up and destroy all literature, advertising, labels, and other material in their possession bearing the infringing designation;

e) Awarding Plaintiff all damages, directly and indirectly caused, from Defendants' acts, said amount to be trebled, together with prejudgment interest, pursuant to 15 U.S.C. §1117;

f) Awarding to Plaintiff all profits received by Defendants from sales and revenues of any kind made as a result of its infringing actions, said amount trebled, after an accounting pursuant to 15 U.S.C. § 1117;

g) Awarding Plaintiff its attorneys' fees and costs pursuant to 15 U.S.C. §1117, because of the exceptional nature of this case resulting from Defendants' deliberate infringing actions;

h) Awarding Plaintiff punitive damages; and

i) Granting Plaintiff such other relief as the Court may deem just.

COUNT II
FEDERAL DILUTION OF FAMOUS MARK (15 U.S.C. § 1125(c))

60. Plaintiff alleges and incorporates by reference each and every allegation of the preceding paragraphs, as though fully set forth at length here.

61. Plaintiff's "AFTERDISASTER®" service mark has become distinctive and famous as a result of many years of nationwide use and promotion of the mark by Plaintiff.

62. The "AFTERDISASTER®" mark became famous long before the date ADRS's first use of its diluting "After Disaster" mark.

63. Defendants' "After Disaster" mark or label is extremely similar to the Plaintiff's "AFTERDISASTER®" mark. The only difference is a separation between two words, and Defendants' use of the mark in its business name with additional words.

64. Upon information and belief, Defendants deliberately chose to use "After Disaster" and a similar logo in its business name and in connection with its commercial services

in order to trade on the good will, reputation, and fame established by Plaintiff in its "AFTERDISASTER®" service mark and to unjustly enrich itself at the expense of Plaintiff.

65. Despite Defendants' becoming aware of instances of actual confusion between ADRS and SRI, upon information and belief, Defendants continued to intentionally imply an association with SRI, its reputation, and services.

66. Defendants' unauthorized use of "After Disaster" and logo in interstate commerce in connection with the sale, advertising, and promotion of its commercial services dilutes the distinctiveness, strength, and value of the Plaintiff's famous "AFTERDISASTER®" mark.

67. Defendants have unlawfully blurred and tarnished Plaintiff's famous "AFTERDISASTER®" service mark, which caused and likely will continue to cause dilution in violation of 15 U.S.C. § 1125(c).

68. Defendants' unauthorized use of "After Disaster," with actual and constructive knowledge of Plaintiff's famous "AFTERDISASTER®" mark constitutes a willful intent to cause dilution of the famous "AFTERDISASTER®" mark.

69. Plaintiff has suffered harm and continues to suffer harm due to the actions of Defendants.

WHEREFORE, Plaintiff SRI respectfully requests this Court to enter judgment against the Defendants and order the following relief:

a) Entering a judgment that Defendants' use of "After Disaster" and its logo in connection with the marketing, advertising, and sale of its commercial services has been and continues to be a violation of 15 U.S.C. § 1125(c);

b) Permanently enjoining and restraining the Defendant and each of its agents, employees, officers, attorneys, successors, assigns, affiliates, and any person in privity or active concert or participation with any of them from using the words "After Disaster" to market, advertise, distribute, or identify ADRS's services or products where that designation would create a likelihood of confusion or mistake with Plaintiff's "AFTERDISASTER®" service mark;

c) Pursuant to 15 U.S.C. § 1116, directing Defendants to file with the Court and serve on Plaintiff within thirty days after issuance of an injunction, a report in writing and under oath setting forth in detail the manner and form in which Defendants have complied with the injunction;

d) Pursuant to 15 U.S.C. § 1118, requiring that Defendants and all others acting under Defendants' authority, at their cost, be required to deliver up and destroy all literature, advertising, labels, and other material in their possession bearing the infringing designation;

e) Awarding Plaintiff all damages, directly and indirectly caused, from Defendants' acts, said amount to be trebled, together with prejudgment interest, pursuant to 15 U.S.C. §1117;

f) Awarding to Plaintiff all profits received by Defendants from sales and revenues of any kind made as a result of its infringing actions, said amount trebled, after an accounting pursuant to 15 U.S.C. § 1117;

g) Awarding Plaintiff its attorneys' fees and costs pursuant to 15 U.S.C. §1117, because of the exceptional nature of this case resulting from Defendants' deliberate infringing actions;

h) Awarding Plaintiff punitive damages; and

i) Granting Plaintiff such other relief as the Court may deem just.

COUNT III
FEDERAL CYBERSQUATTING (15 U.S.C. § 1125(d))

70. Plaintiff alleges and incorporates by reference each and every allegation of the preceding paragraphs, as though fully set forth at length here.

71. Defendants are engaged in improper cybersquatting in violation of 15 U.S.C. § 1125(d).

72. Plaintiff owns and controls a domain name containing its registered service mark, "AFTERDISASTER®," for purposes of promoting its services. Plaintiff's domain name is www.AFTERDISASTER.com.

73. Plaintiff has extensively advertised its online destination in marketing activity.

74. Defendants created, owns, or controls a domain name containing Plaintiff's "AFTERDISASTER®" mark, namely, www.AFTERDISASTERrestoration.com.

75. The infringing domain name is confusingly similar to Plaintiff's "AFTERDISASTER®" mark and Plaintiff's domain name.

76. The infringing domain name does not resolve to a website owned, controlled, or endorsed by Plaintiff. Instead, it resolves to a website that is, upon information and belief, owned and controlled by Defendants.

77. Plaintiff's website generates business and provides valuable information to its customers and industry professionals.

78. When a potential customer looking for Plaintiff's website mistakenly enters the infringing domain name as the internet address, he or she has thus been diverted from Plaintiff's website. If it is a new visitor, Plaintiff has lost the opportunity to transact business with that visitor. Potential and existing clients may be confused and contact Defendants when searching

the Internet for Plaintiff's contact information. Potential customers will not know that ADRS is not associated with SRI in any manner.

79. Defendants used and continue to use the infringing domain name to profit from Plaintiff's "AFTERDISASTER®" mark. Upon information and belief, Defendants receive remuneration from advertisers from the Internet traffic on the ADRS website. Upon information and belief, customers and industry professionals have been confused by the similar domain names.

80. Plaintiff has not authorized Defendants to use Plaintiff's mark or to register any domain name that includes Plaintiff's mark.

81. ADRS is not otherwise affiliated or associated with SRI in any manner.

82. Defendants used and continue to use the infringing domain name to divert consumers, customers, and industry professionals from Plaintiff's website to a website accessible under the infringing domain name for Defendants' commercial gain by creating a likelihood of confusion as to the source, sponsorship, affiliation or endorsement of the website.

83. Defendants' use of the infringing domain name is intended primarily to capitalize on the good will associated with Plaintiff's mark.

84. Defendants registered, trafficked in, or used the infringing domain name with a bad faith intent to profit from Plaintiff's mark and its associated good will.

85. Defendants' diversion of traffic from Plaintiff's website has harmed and continues to harm Plaintiff's ability to generate business and maintain customers.

86. Defendants' registration and use of the infringing domain name caused and continues to cause Plaintiff's customers or potential customers to believe that Plaintiff's website

is no longer available or that ADRS is a subsidiary or one in the same as the Plaintiff, which is incorrect.

87. Defendants' registration and use of the infringing domain name has caused and will continue to cause damage to Plaintiff, in an amount to be proven at trial, and is causing irreparable harm to Plaintiff.

WHEREFORE, Plaintiff SRI respectfully requests this Court to enter judgment against the Defendants and order the following relief:

a) Entering a judgment that Defendants' use of "After Disaster" and its logo in connection with the marketing, advertising, and sale of its services has been and continues to be a violation of 15 U.S.C. § 1125(d);

b) Permanently enjoining and restraining the Defendant and each of its agents, employees, officers, attorneys, successors, assigns, affiliates, and any person in privity or active concert or participation with any of them from using the words "After Disaster" to market, advertise, distribute, or identify ADRS's services or products where that designation would create a likelihood of confusion or mistake with Plaintiff's "AFTERDISASTER®" service mark;

c) Pursuant to 15 U.S.C. § 1116, directing Defendants to file with the Court and serve on Plaintiff within thirty days after issuance of an injunction, a report in writing and under oath setting forth in detail the manner and form in which Defendants have complied with the injunction;

d) Pursuant to 15 U.S.C. § 1118, requiring that Defendants and all others acting under Defendants' authority, at their cost, be required to deliver up and destroy all literature, advertising, labels, and other material in their possession bearing the infringing designation;

e) Ordering Defendants to transfer any domain name causing confusion with Plaintiff's "AFTERDISASTER®" mark to Plaintiff;

f) Awarding Plaintiff all damages, directly and indirectly caused, from Defendants' acts, said amount to be trebled, together with prejudgment interest, pursuant to 15 U.S.C. §1117;

g) Awarding to Plaintiff all profits received by Defendants from sales and revenues of any kind made as a result of its infringing actions, said amount trebled, after an accounting pursuant to 15 U.S.C. § 1117;

h) Awarding Plaintiff its attorneys' fees and costs pursuant to 15 U.S.C. §1117, because of the exceptional nature of this case resulting from Defendants' deliberate infringing actions;

i) Awarding Plaintiff punitive damages; and

j) Granting Plaintiff such other relief as the Court may deem just.

COUNT IV
FEDERAL UNFAIR COMPETITION (15 U.S.C. § 1125(a))

88. Plaintiff alleges and incorporates by reference each and every allegation of the preceding paragraphs, as though fully set forth at length here.

89. Defendants are engaged in unfair competition in violation of 15 U.S.C. § 1125(a).

90. ADRS's use in commerce of "After Disaster" in connection with services that compete with services offered by SRI is likely to cause confusion, or to cause mistake, or to deceive the relevant public into incorrectly believing that ADRS is associated with, sponsored by, approved by, or one and the same with SRI.

91. Defendants' actions described in preceding paragraphs and use of "After Disaster" and a logo similar to Plaintiff's "AFTERDISASTER®" mark and logo will cause harm to the Plaintiff and the public.

92. The above-described acts of Defendants constitute unfair competition in violation of 15 U.S.C. § 1125(a).

93. Plaintiff has suffered harm and continues to suffer harm due to the actions of Defendants.

WHEREFORE, Plaintiff SRI respectfully requests this Court to enter judgment against the Defendants and order the following relief:

a) Entering a judgment that Defendants' use of "After Disaster" and its logo in connection with the marketing, advertising, and sale of its services has been and continues to be a violation of 15 U.S.C. § 1125(a);

b) Permanently enjoining and restraining the Defendant and each of its agents, employees, officers, attorneys, successors, assigns, affiliates, and any person in privity or active concert or participation with any of them from using the words "After Disaster" to market, advertise, distribute, or identify ADRS's services or products where that designation would create a likelihood of confusion or mistake with Plaintiff's "AFTERDISASTER®" service mark;

c) Pursuant to 15 U.S.C. § 1116, directing Defendants to file with the Court and serve on Plaintiff within thirty days after issuance of an injunction, a report in writing and under oath setting forth in detail the manner and form in which Defendants have complied with the injunction;

d) Pursuant to 15 U.S.C. § 1118, requiring that Defendants and all others acting under Defendants' authority, at their cost, be required to deliver up and destroy all literature, advertising, labels, and other material in their possession bearing the infringing designation;

e) Awarding Plaintiff all damages, directly and indirectly caused, from Defendants' acts, said amount to be trebled, together with prejudgment interest, pursuant to 15 U.S.C. § 1117;

f) Awarding to Plaintiff all profits received by Defendants from sales and revenues of any kind made as a result of its infringing actions, said amount trebled, after an accounting pursuant to 15 U.S.C. § 1117;

g) Awarding Plaintiff its attorneys' fees and costs pursuant to 15 U.S.C. §1117, because of the exceptional nature of this case resulting from Defendants' deliberate infringing actions;

h) Awarding Plaintiff punitive damages; and

i) Granting Plaintiff such other relief as the Court may deem just.

COUNT V
NEW JERSEY TRAFICKING IN COUNTERFEIT MARK (N.J.S. § 56:3-13.16)

94. Plaintiff alleges and incorporates by reference each and every allegation of the preceding paragraphs, as though fully set forth at length here.

95. Defendants' actions are in violation of N.J.S. § 56:3-13.16.

96. Defendants used and continue to use "After Disaster" along with a logo that is similar to the Plaintiff's "AFTERDISASTER®" mark and logo. This is likely to cause confusion, mistake, or deception with regard to the source of the origin of the services provided by Defendants.

97. Plaintiff has suffered harm and continues to suffer harm due to the actions of Defendants.

WHEREFORE, Plaintiff SRI respectfully requests this Court to enter judgment against the Defendants and order the following relief:

a) Entering a judgment that Defendants' use of "After Disaster" and its logo in connection with the marketing, advertising, and sale of its services has been and continues to be a violation of N.J.S. § 56:3-13.16;

b) Permanently enjoining and restraining the Defendant and each of its agents, employees, officers, attorneys, successors, assigns, affiliates, and any person in privity or active concert or participation with any of them from using the words "After Disaster" to market, advertise, distribute, or identify Defendants' services or products where that designation would create a likelihood of confusion or mistake with Plaintiff's "AFTERDISASTER®" service mark;

c) Pursuant to N.J.S. § 56:3-13.17, and N.J.S. § 56:3-13.16, requiring that Defendants and all others acting under Defendants' authority, at their cost, be required to deliver up and destroy all literature, advertising, labels, and other material in their possession bearing the infringing designation;

d) Awarding Plaintiff all damages, directly and indirectly caused, from Defendants' acts, said amount to be trebled, together with prejudgment interest, pursuant to N.J.S. § 56:4-2 and N.J.S. § 56:3-13.16;

e) Awarding to Plaintiff all profits received by Defendants from sales and revenues of any kind made as a result of its infringing actions, said amount trebled, after an accounting pursuant to N.J.S. § 56:3-13.16;

f) Awarding Plaintiff its attorneys' fees and costs pursuant to N.J.S. § 56:3-13.16;

g) Awarding Plaintiff punitive damages; and

h) Granting Plaintiff such other relief as the Court may deem just.

COUNT VI
NEW JERSEY UNFAIR COMPETITION (N.J.S. § 56:4-1)

98. Plaintiff alleges and incorporates by reference each and every allegation of the preceding paragraphs, as though fully set forth at length here.

99. Defendants' actions are in violation of N.J.S. § 56:4-1.

100. Through Defendants' actions described in preceding paragraphs, Defendants appropriated for their own use and commercial benefit the service mark, reputation, and good will of Plaintiff.

101. Plaintiff has suffered harm and continues to suffer harm due to the actions of Defendants.

WHEREFORE, Plaintiff SRI respectfully requests this Court to enter judgment against the Defendants and order the following relief:

a) Entering a judgment that Defendants' use of "After Disaster" and its logo in connection with the marketing, advertising, and sale of its services has been and continues to be a violation of N.J.S. § 56:4-1;

b) Permanently enjoining and restraining the Defendant and each of its agents, employees, officers, attorneys, successors, assigns, affiliates, and any person in privity or active concert or participation with any of them from using the words "After Disaster" to market, advertise, distribute, or identify ADRS's services or products where that designation would create a likelihood of confusion or mistake with Plaintiff's "AFTERDISASTER®" service mark;

c) Pursuant to N.J.S. § 56:3-13.17, and N.J.S. § 56:3-13.16, requiring that Defendants and all others acting under Defendants' authority, at their cost, be required to deliver up and destroy all literature, advertising, labels, and other material in their possession bearing the infringing designation;

d) Awarding Plaintiff all damages, directly and indirectly caused, from Defendants' acts, said amount to be trebled, together with prejudgment interest, pursuant to N.J.S. § 56:4-2 and N.J.S. § 56:3-13.16;

e) Awarding to Plaintiff all profits received by Defendants from sales and revenues of any kind made as a result of its infringing actions, said amount trebled, after an accounting pursuant to N.J.S. § 56:3-13.16;

f) Awarding Plaintiff its attorneys' fees and costs pursuant to N.J.S. § 56:3-13.16;

g) Awarding Plaintiff punitive damages; and

h) Granting Plaintiff such other relief as the Court may deem just.

COUNT VII
NEW JERSEY DILUTION OF FAMOUS MARK (N.J.S. § 56:3-13.20)

102. Plaintiff alleges and incorporates by reference each and every allegation of the preceding paragraphs, as though fully set forth at length here.

103. Defendants' actions are in violation of N.J.S. § 56:3-13.20.

104. Plaintiff's "AFTERDISASTER®" service mark is well-known, distinctive, and famous in New Jersey, especially among consumers and professionals in the field of emergency restoration services.

105. Plaintiff has used the service mark for over twenty years in connection with its services.

106. Plaintiff markets its service nationally and internationally.

107. No one in the industry, except Defendants' illegal conduct described herein, uses a name or mark similar to Plaintiff's "AFTERDISASTER®" mark in connection with restoration services.

108. Defendants' unauthorized use of its "After Disaster" mark and logo in interstate commerce in the sale, advertising, and promotion of its services dilutes the distinctiveness, strength, and value of the Plaintiff's famous "AFTERDISASTER®" mark.

109. Defendants' have unlawfully blurred and tarnished Plaintiff's famous "AFTERDISASTER®" service mark in violation of N.J.S. § 56:3-13.20.

110. Defendants' unauthorized use of its "After Disaster" mark and logo with actual and constructive knowledge of Plaintiff's famous "AFTERDISASTER®" mark constitutes a willful intent to cause dilution of the famous "AFTERDISASTER®" mark.

111. Plaintiff has suffered harm and continues to suffer harm due to the actions of Defendants.

WHEREFORE, Plaintiff SRI respectfully requests this Court to enter judgment against the Defendants and order the following relief:

a) Entering a judgment that Defendants' use of "After Disaster" and its logo in connection with the marketing, advertising, and sale of its services has been and continues to be a violation of N.J.S. § 56:3-13.20;

b) Permanently enjoining and restraining the Defendant and each of its agents, employees, officers, attorneys, successors, assigns, affiliates, and any person in privity or active concert or participation with any of them from using the words "After Disaster" to market, advertise, distribute, or identify ADRS's services or products where that designation would create a likelihood of confusion or mistake with Plaintiff's "AFTERDISASTER®" service mark;

c) Pursuant to N.J.S. § 56:3-13.17, and N.J.S. § 56:3-13.16, requiring that Defendants and all others acting under Defendants' authority, at their cost, be required to deliver up and destroy all literature, advertising, labels, and other material in their possession bearing the infringing designation;

d) Awarding Plaintiff all damages, directly and indirectly caused, from Defendants' acts, said amount to be trebled, together with prejudgment interest, pursuant to N.J.S. § 56:4-2 and N.J.S. § 56:3-13.16;

e) Awarding to Plaintiff all profits received by Defendants from sales and revenues of any kind made as a result of its infringing actions, said amount trebled, after an accounting pursuant to N.J.S. § 56:3-13.16;

f) Awarding Plaintiff its attorneys' fees and costs pursuant to N.J.S. § 56:3-13.16;

g) Awarding Plaintiff punitive damages; and

h) Granting Plaintiff such other relief as the Court may deem just.

COUNT VIII
NEW JERSEY COMMON LAW TRADEMARK INFRINGEMENT

112. Plaintiff alleges and incorporates by reference each and every allegation of the preceding paragraphs, as though fully set forth at length here.

113. Defendants are engaged in improper infringement of Plaintiff's "AFTERDISASTER®" service mark and logo in violation of New Jersey common law.

114. Plaintiff has suffered harm and continues to suffer harm due to the actions of Defendants.

WHEREFORE, Plaintiff SRI respectfully requests this Court to enter judgment against the Defendants and order the following relief:

a) Entering a judgment that Defendants' use of "After Disaster" and its logo in connection with the marketing, advertising, and sale of its services has been and continues to be a violation of New Jersey common law;

b) Permanently enjoining and restraining the Defendant and each of its agents, employees, officers, attorneys, successors, assigns, affiliates, and any person in privity or active concert or participation with any of them from using the words "After Disaster" to market, advertise, distribute, or identify ADRS's services or products where that designation would create a likelihood of confusion or mistake with Plaintiff's "AFTERDISASTER®" service mark;

c) Requiring that Defendants and all others acting under Defendants' authority, at their cost, be required to deliver up and destroy all literature, advertising, labels, and other material in their possession bearing the infringing designation;

d) Awarding Plaintiff all damages, directly and indirectly caused, from Defendants' acts, said amount to be trebled, together with prejudgment interest;

e) Awarding to Plaintiff all profits received by Defendants from sales and revenues of any kind made as a result of its infringing actions, said amount trebled, after an accounting;

f) Awarding Plaintiff its attorneys' fees and costs;

g) Awarding Plaintiff punitive damages; and

h) Granting Plaintiff such other relief as the Court may deem just.

CERTIFICATION REGARDING RELATED ACTIONS

The matter in controversy is not the subject of any other action pending in any court, or of any pending arbitration or administrative proceeding. The undersigned certifies that the foregoing is true.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury on all issues so triable.

Date: December 2, 2016

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